

GENERAL TERMS AND CONDITIONS OF SALE

ESTATE ORDERED MULTI-PROPERTY AUCTION 6 Residential and Commercial Properties (Buy One or More) Rio Vista / Victoria Park Fort Lauderdale, Florida Live Auction Event | Friday, October 17th, 2025 @ 11:00 AM

Please review this document ("Terms and Conditions") carefully. In order to be eligible to bid on a Property(ies) a Bidder must sign their Acknowledgment and Acceptance of these General Terms and Conditions of Sale, which may be incorporated into the Sales Contract(s) along with all addenda.

1. AUCTION DATE / PLACE / TIME:

The Auction ("Auction") shall be held on Friday, October 17th, 2025, at the Renaissance Fort Lauderdale Marina Hotel; 1617 SE 17th Street, Fort Lauderdale, Florida 33316. The Auction will commence at approximately 11:00 AM ET and will be performed by Fisher Auction Company ("Auctioneer").

2. MANDATORY BIDDER REGISTRATION:

Bidder registration will begin one (1) hour prior to the Auction time stated in item 1 above. Registration is required to become a qualified and eligible bidder ("Bidder") at the Auction. To register, a prospective Bidder must:

(a) Provide Bidder's full name, company name, if any, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a State valid driver's license or a valid passport.

(b) **Present (for review) at registration a Cashier's Check(s) or Certified Funds (no exceptions) payable in U.S. Funds to Haagenson & Haagenson, P.A. Trust Account, ("Escrow Agent / Settlement Agent") in the amount of \$25,000 (per Property that the Bidder wishes to bid on) or if desired, Bidders may send said deposit(s) via a Federal wire transfer in U.S. funds (not an ACH credit) by 5:00PM ET on Thursday, October 16th, 2025.** (Contact Fisher Auction Company for wiring instructions 800.331.6620 or 954.942.0917 for international calls). Wired deposits must be verified by Fisher Auction Company prior to the commencement of the Auction.

(c) Sign an acknowledgment that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.

3. SUCCESSFUL BIDS, TOTAL PURCHASE PRICE (BUYER'S PREMIUM), ESCROW DEPOSITS, SALES CONTRACTS ALONG WITH ALL ADDENDA:

(a) If the Seller, by and through the Auctioneer, accepts a bid ("Successful Bid") for a Property, then the successful Bidder will be required to execute, as Buyer ("Buyer"), the "AS IS" Residential Contract For Sale and Purchase, Commercial Contract and/or the Vacant Land Contract, as applicable, along with all addenda ("Contract"), which has been previously furnished to Bidder, immediately following the bidding and / or no later than the conclusion of the Auction, with no changes / exceptions, and tender the Additional Escrow Deposit so required. The Successful Bidder's Initial Escrow Deposit (if Cashier's Check) stated in item 2 above will be delivered to Haagenson & Haagenson P.A., as Escrow / Settlement Agent ("Initial Escrow Deposit") and deposited into their Escrow Account and held in escrow as a required deposit pursuant to the terms of the Contract.

(b) An Additional Escrow Deposit ("Additional Escrow Deposit") equal to the difference between 10% of the Total Purchase Price and the Initial Escrow Deposit, will also be due via a Federal wire transfer in U.S. Funds (not an ACH Credit) to the Escrow / Settlement Agent, Haagenson & Haagenson P.A. Bidder will have no later than twenty-four (24) hours following the end of the Auction to initiate the wire transfer. If the Successful Bidder does not initiate the wire for the Escrow Deposit as stated above within twenty-four (24) hours from the conclusion of the Auction, they will be considered in default, and the initial escrow deposit will be forfeited as further explained in the default provisions of paragraph (9) below.

(c) The amount of (i) the Successful Bid **AND** (ii) 6% of the Successful Bid ("Buyer's Premium"), added together, will be the Total Purchase Price ("Total Purchase Price") for each Property to be purchased by the Buyer under the Contract together with closing costs as further provided in the Contract.

4. CLOSINGS AND PAYMENT OF TOTAL PURCHASE PRICE:

(a) The Closings ("Closing") will be on or before Monday, November 17th, 2025. Seller shall have the right to extend the Closings for an additional thirty (30) calendar days by providing written notice to the Buyer. The Closings will be coordinated through the offices of the Escrow / Settlement Agent; Haagenson & Haagenson P.A.; 300 SE 19th Street, Fort Lauderdale, Florida 33316; Telephone: 954.463.1331; Facsimile: 954.343.9810.

(b) The Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediately available funds, pursuant to written instructions from the Settlement Agent. Buyer shall receive credit for the Initial Escrow Deposit and the Additional Escrow Deposit, upon clearance, which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.

(c) Time shall be of the essence as to Buyer's obligations in these General Terms and Conditions and as described in the Contract.

5. TITLE INSURANCE and ZONING:

(a) The Seller will provide, at the cost to Buyers, Owner's Title Commitments and Policies on the Properties through the Escrow/Settlement Agent. **The Title Commitments and the Premium for the Owner's Title Policies shall be paid by the Buyer.** The Commitments and Owner's Title Insurance Policies will be issued by the Settlement Agent from Old Republic National Title Insurance Company.

(b) Except as provided for herein, it is understood and agreed that fee simple title to the Properties are being sold to the Buyer without representation or warranty and subject to the Permitted Exceptions.

(c) The Seller will convey title by a Personal Representative's Deeds ("Deed").

(d) Title to the Properties will be subject to the exceptions set forth in the Commitments ("Permitted Exceptions"). Buyer agrees to take title to the Properties subject to the Permitted Exceptions, among other matters as described in these General Terms and Conditions of Sale and in the Contract.

(e) Buyer agrees that each Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due (iii) the state of facts which would be shown by a current survey or inspection of the Property; (iv) any matter created by or through Buyer; (v) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract; (vi) any Homeowner's Association Documents / Fees, if any and (vii) such other matters that will not make the Property unusable or unmarketable for residential and/or commercial purposes, as applicable.

(f) Seller is providing surveys of the Properties to the Buyers solely for title insurance purposes. In the event Buyer desires to obtain a survey of a Property for any other purpose, Buyer will be solely responsible to obtain, and pay for, such survey without reducing the proceeds of the Total Purchase Price payable to Seller at the Closing. Buyer shall not have the right to terminate the Contract based upon the results of the survey.

6. BUYER'S ACKNOWLEDGEMENTS:

(a) The sale of the Properties are "All Cash" transactions and shall not be subject to any financing, other contingencies, or post due diligence.

(b) The Seller, Fisher Auction Company and their representatives, attorneys, agents, and sub-agents, assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. The Seller, Fisher Auction Company and their representatives, attorneys, agents and sub-agents, make no representation or guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Neither Fisher Auction Company nor the Seller has any obligation to update this information. Neither Fisher Auction Company nor the Seller, their Agents and Sub-Agents, attorneys, Escrow Agent / Settlement Agent, representatives, members, managers or affiliates has any liability whatsoever for any oral or written representations, warranties, or agreements relating to the Properties except as is expressly set forth in the Contracts.

(c) The Properties are sold in their "AS IS AND WHERE IS" condition and with all faults and defects, with no representations or warranties, express or implied. All Bidders are encouraged to inspect the Properties prior to placing any bids at the Auction and the Successful Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine all aspects of the Properties and make inquiries of applicable governmental authorities pertaining to such matters in connection with the Properties as Buyer has deemed necessary or desirable prior to the Auction. Bidders should review all applicable zoning, land use, code compliance, environmental matters, physical condition, and any and all other governmental statutes, ordinances, rules, laws and regulations and do such other due diligence in advance of execution of this document and all of the accompanying documents in connection with the purchase of the Properties ("Governing Documents"). Please review all Governing Documents carefully, and seek the advice of an attorney.

(d) Competitive bidding is an essential element of an Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging is a Federal Felony punishable by imprisonment and fine. Fisher Auction Company will report all illegal conduct to the F.B.I. and cooperate with any prosecution.

(e) The Properties may be withdrawn from the Auction at any time without notice and are subject to prior sale.

(f) Seller, in its absolute sole discretion, reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale, the Contracts and to announce such amendments, modifications, or additional terms and conditions at any time, including from the Auction Block.

(g) The highest bid shall be the Successful Bid only if same is acceptable to and accepted by Seller, by and through the Auctioneer at the Auction, and as evidenced by Seller and the Successful Bidder, as Buyer, each executing the Contract.

(h) Back-up bids will be recorded and received by Seller in Seller's absolute discretion. Should a Property not close with the Buyer or should the Buyer not comply with any term or condition of any document executed by Buyer in connection with a Property, the Seller will have the option, but not the obligation, to pursue back-up bids.

(i) If you are unsure about anything regarding any of the Properties or the Governing Documents, do not place a bid or participate in the Auction. Review of the Governing Documents and all of the terms and conditions as well as a review of the Properties before making any bids is strongly recommended and you will be deemed to have done so on execution of these General Terms and Conditions of Sale.

(j) The fall of the hammer and/or the term "Sold" as stated by the Auctioneer upon the acceptance of the Purchaser's bid at the close of the Auction is an acknowledgment that such bid is the highest bid, at which time it became a binding agreement to purchase a Property. Whether such bid is accepted is subject to this Agreement, including any announcements made by the Auctioneer. Thereafter, you may not withdraw your bid and you are obligated to execute the Contract.

(k) The Buyer's Executed General Terms and Conditions of Sale may be attached and made a part of the Contract. In the event a conflict exists between the Contract and the General Terms and Conditions of Sale, then, (i) prior to Buyer's execution and delivery of the Contract, the terms of the General Terms and Conditions of Sale shall govern and control and (ii) following Buyer's execution and delivery of the Contract, the terms of the Contract shall govern and control over the General Terms and Conditions of Sale.

7. ANNOUNCEMENTS:

All announcements from the Auction Block at the Auction shall supersede and take precedence over all previously written or printed material and any other oral statements made; provided however that the Auctioneer shall not be authorized to make any representation or warranty (express or implied) with respect to the Properties. The Auctioneer shall have the sole and absolute discretion to make any announcements at the Auction, including but not limited to any announcements that may amend or alter the auction terms, conditions, or procedures that were previously set forth in written materials. In the event of a dispute over the bidding process, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding. Bidding increments shall be at the sole discretion of the Auctioneer.

8. LIVE ONLINE AND TELEPHONIC BIDDING:

Live Online and Telephonic Bidding are available, contact Fisher Auction Company for details.

9. DEFAULT:

If a Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller may elect to recover and retain the Escrow Deposit(s) for account of the Seller as liquidated damages upon which this Agreement shall terminate, or, at Seller's option, may retain the Escrow Deposit(s) and proceed in equity to enforce Seller's rights under this Agreement by Seller filing an action within sixty (60) calendar days to seek specific performance of Buyer's obligation under this Agreement. In any such event, Buyer shall continue to be liable under any provisions of this Agreement that expressly survive the termination of this Agreement. In either instance, Seller shall retain the required Initial and Additional Escrow Deposits, which shall be considered fully earned and non-refundable, under this Agreement and / or the Contract. The Escrow / Settlement Agent must immediately release the Initial and Additional Escrow Deposits upon request of the Seller. Buyer acknowledges and understands that this provision is enforceable and shall not be deemed a penalty because the damages are not readily ascertainable and generally impossible to calculate under the circumstances. Upon Default and notice of same by Seller to Escrow / Settlement Agent, Buyer understands and agrees to the immediate release of the Initial and Additional Escrow Deposit funds to the Seller by Escrow / Settlement Agent without the requirement of further documentation or consent from Buyer.

10. REPRESENTATIONS:

All information was derived from sources believed to be correct but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Properties and records. Neither the Seller, nor Fisher Auction Company, its Agents and Sub-Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

11. BROKER PARTICIPATION:

Two Percent (2%) of the Final Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer's offer is accepted by the Seller and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION FORM. The form must be received by the office of Fisher Auction Company no later than 5:00 PM ET, Thursday, October 16th, 2025. This registration MUST be sent to Fisher Auction Company, 2112 East Atlantic Boulevard, Pompano Beach, FL 33062. Brokers may fax their broker registration(s) to 954-782-8143 or email to info@fisherauction.com. NO LATE REGISTRATIONS WILL BE ACCEPTED. Commissions will be paid only after closing and after Fisher Auction Company has been paid in full. Brokers are not required to attend the Closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.

12. FINAL BID PRICE:

The final bid price for a Property shall be determined by competitive bidding at the Auction. Each Property is being sold to the highest bidder. The highest bids will be subject to the Estate's Personal Representative's final approval and acceptance of price, plus the six percent (6%) Buyer's Premium, and subject to the terms and conditions of the Governing Documents.

13. ACKNOWLEDGMENT AND ACCEPTANCE:

The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile or electronic signatures will be treated and considered as original.

14. INDEMNIFICATION:

Buyer shall defend, indemnify, and hold harmless the Seller, Fisher Auction Company, its officers, directors, employees, and agents, from and against any and all claims, demands, causes of action, costs, liabilities, losses, damages, and expenses (including reasonable attorneys and expert witness fees and expenses) (collectively, "Claims"), and by whomever brought, to the extent arising out of or in any way related to (i) the sale of the Properties, (ii) the performance of the parties' obligations under this Agreement; (iii) the physical condition and quality (and express or implied representations regarding such condition and quality) of the Properties or any portion thereof, (iv) any breach of these General Terms and Conditions of Sale, Governing Documents, or the Contract; (v) any claim arising from the sale of the Properties; (vi) any claim arising from Buyer's participation in the Auction; or (vii) any other act, omission or representation by Buyer.

15. GOVERNING LAW / JURISDICTION/ VENUE:

This Agreement shall be construed, enforced and governed by the laws of the State of Florida, without regard to choice of law and similar doctrines. The parties consent to jurisdiction in the State of Florida and venue, for any litigation arising out of this Agreement, shall lie exclusively in the courts of Broward County, Florida.

16. WAIVER OF JURY TRIAL:

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

17. ATTORNEY'S FEES:

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision or provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, whether at the trial court and appellate level, in addition to all other costs associated with the action whether or not the action advances to judgment, in addition to any other relief to which that party may be entitled.

18. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, or any representations made by either party relative to the subject matter, which are not expressly set forth herein. To the extent that any of the terms or provisions contained herein differs or conflicts with those contained within the Contract, the Contract shall control.

THE BIDDER ACKNOWLEDGES AND AGREES THAT THE BIDDER HAS READ ALL OF THE TERMS AND CONDITIONS AND EACH OF THE TERMS AND CONDITIONS CONTAINED IN THE GOVERNING DOCUMENTS AND AGREES TO BE BOUND TO SAME BY BIDDER'S SIGNATURE BELOW.

Bidder No.

Bidder's Signature

Date

Time